

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **GM4041**Due Date: **01/06/04 at 3:00 P.M.**

Date Sent: December 15, 2003

Agency Contract

Goods and services to be
 purchased:

**PROVIDE IT PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF A LOCATION REFERENCE
 SYSTEM, FOR THE UTAH DEPARTMENT OF TRANSPORTATION**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: GM4041

Due Date: 01/06/04

Vendor Name:

THE STATE OF UTAH DIVISION OF PURCHASING, IN BEHALF OF THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT), HAS RELEASED THIS REQUEST FOR PROPOSALS. THE PURPOSE OF THIS RFP IS TO SOLICIT PROPOSALS FROM FIRMS OR INDIVIDUALS INTERESTED IN PROVIDING UDOT WITH DEVELOPMENT SERVICES TO AUGMENT ISS STAFF IN SOFTWARE APPLICATION DEVELOPMENT OF A LOCATION REFERENCE SYSTEM, USING ORACLE DEVELOPMENT TOOLS. THE REQUIREMENTS ARE ATTACHED.

PROJECT LOCATION: UDOT, 4501 SOUTH 2700 WEST, SALT LAKE CITY, UTAH 84119

ALL TECHNICAL AND GENERAL QUESTIONS OR REQUESTS FOR CLARIFICATION, REGARDING ANY ASPECT OF THE PROPOSAL MUST BE MADE IN WRITING, VIA E-MAIL, NO LATER THAN 8:00 A.M. DECEMBER 22, 2003. SUBMIT QUESTIONS OR REQUESTS TO mandywilson@utah.gov. REQUESTS RECEIVED AFTER THAT DATE MAY NOT BE CONSIDERED. NOTIFICATION WILL THEN BE POSTED FOR ALL REGISTERED AND INTERESTED PARTIES VIA THE STATE OF UTAH PURCHASING WEBSITE AT: www.purchasing.utah.gov THEN 'CURRENT BIDS'.

PROPOSALS MUST BE SUBMITTED TO THE DIVISION OF PURCHASING WITH AN ORIGINAL AND FIVE (5) IDENTICAL COPIES.

IT IS ANTICIPATED THAT THIS RFP MAY RESULT IN MULTIPLE CONTRACTS BEING AWARDED. THE CONTRACT(S) RESULTING FROM THIS RFP MAY BE FOR A PERIOD OF UP TO TWO (2) YEARS. THE CONTRACT(S) MAY BE EXTENDED WITH OPTIONS BEYOND THE ORIGINAL CONTRACT PERIOD FOR UP TO AN ADDITIONAL YEAR AT THE STATE'S DISCRETION AND BY MUTUAL AGREEMENT (OR) THE CONTRACT(S) MAY NOT BE EXTENDED BEYOND THE ORIGINAL CONTRACT PERIOD.

REFERENCE RX: 810 46000000079

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code

Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. **The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s).** (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

REQUEST FOR PROPOSAL
IT Consulting Services – Location Reference
Utah Department of Transportation
Solicitation # GM4041

E X E C U T I V E S U M M A R Y

Project Name: Location Reference System

Requested Service: Application Development Consulting using Oracle Developer Tools

Operating Location: Salt Lake City area

State Purchasing Agent: Glendon Mitchell, C.P.M.
3150 State Office Building, Capital Hill
Salt Lake City UT 84114-1061
Phone Number: (801) 538-3138
E-mail: gmitchell@utah.gov

UDOT Purchasing Agent: Mandy Wilson
Fax Number: (801) 965-4073
E-mail: mandywilson@utah.gov

Note: All questions or inquiries pertaining to this Proposal shall be directed (via e-mails) to the above UDOT Purchasing Agent.

Project Manager: Michelle Verucchi
Fax Number: (801) 965-4604
E-mail: mverucchi@utah.gov

Contract Type: Fully loaded hourly rate.

Est. Contract Award Date: January 16, 2004

Est. Performance Period: January 16, 2004 – June 31, 2006

Overall Project Timeline

RFP Release by State Purchasing: by Monday, Dec. 15, 2003
Supplier Questions Due: 9:00 AM Monday, December 22, 2003
Response to Questions Due: 4:00 PM Tuesday, December 23, 2003
RFP Responses Due from Suppliers: 3 PM Tuesday, January 6, 2004
RFP Evaluation Period: January 7 thru 9, 2004
If necessary, Oral Presentations by Suppliers: January 12-13, 2005
Tentative Contract Award Date: January 19, 2003.

1. **Project Overview and General Requirements/Information**

1.1 Background and Scope

1.1.1 Background. The Utah Department of Transportation, ISS Division in partnership with the Program Development Division have been approved to establish a project to create an enterprise database, populated with location reference data, identify and develop needed utilities to access and maintain UDOT's location reference data.

1.1.2 Scope. The project will be developed in three phases. **Phase one**: Develop an Oracle database that will store and maintain UDOT's roadway location referencing data in an enterprise environment. **Phase two**: Convert Roads/Features and Traffic data needed for the Crash Accident Record System (CARS) from ADABAS/MS Access environment to Oracle, populate the databases, and develop enterprise utilities needed to utilize location reference data. **Phase three**: Review, recommend, and establish location reference "translator" to provide ability to convert data between location reference methodologies existing in UDOT .

1.2 RFP Introduction

1.2.1 Purpose. The purpose of this RFP is to solicit proposals from firms or individuals interested in providing UDOT with development services to augment ISS staff in software application development of a Location Reference System, using Oracle development tools. This RFP is designed to provide interested Offerors with sufficient information to submit proposals that are responsive to the requirements of this request. This RFP does not intend to limit a proposal's content or exclude any relevant or essential data.

1.2.2 Review. Once proposals have been received, they will be initially reviewed to determine if Offerors' candidate(s) meet the stated qualification requirements (reference para 1.3) and for responsiveness to proposal submittal requirements identified herein. Personal Profile (candidate's resume) proposals meeting these requirements will be considered responsive to the RFP, and will then be evaluated to determine "best value", using the evaluation criteria referenced in Section 4.

1.2.3 Award. A contract will be established with the Offeror whose proposal has been determined to be the "best value" for the State. It is anticipated that this RFP may result in multiple contracts being awarded. The contract(s) resulting from this RFP may be for a period of up to two (2) years. The contract(s) may be extended with options beyond the original contract period for up to an additional year at the State's discretion and by mutual agreement (or) the contract(s) may not be extended beyond the original contract period. There is no guarantee contracts will be awarded. The State reserves the right to cancel this solicitation at any time and not award a contract(s) if that is in the best interest of the State. Any contract(s) resulting from this RFP will include the State's standard terms and conditions, which may be accessed at www.purchasing.utah.gov .

1.2.4 Proposal Origin. The State of Utah's Division of Purchasing and General Services

is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Utah Department of Transportation. The reference number for the transaction shall be referenced on all proposals, correspondence, and documentation relating to the RFP.

- 1.3 Offerors Candidate(s) Qualification Requirements.
To be considered for this RFP, Offerors' Candidate(s) shall meet or exceed the following minimum requirements.
 - 1.3.1 Programmer/Analyst with current technical knowledge, skills and expertise in the following:
Oracle Certification: Oracle Certified Professional (OCP) for Developers
Minimum 6 years programming experience in developer Oracle tools (Forms/Reports, etc.)
Minimum 5 years programming experience with PL/SQL
Minimum 2 years programming with Oracle Forms/Reports 6i and Discover 4i or higher
Minimum 1 year experience with Oracle Designer Data Modeling and generating databases
 - 1.3.2.1 Excellent communication skills with training or mentor experience.
- 1.4 Bonding Requirements. Not required for this solicitation.
- 1.5 Definition of Terms. This section contains definitions used throughout this document, including appropriate abbreviations.
 - 1.5.1 Contractor: successful Offeror who enters into a binding contract for selected candidate(s).
 - 1.5.2 Determination: decision by UDOT's Source Selection Evaluation Team, and endorsed by the Procurement Manager, including finding of facts supporting a decision. A determination becomes part of the procurement file to which it pertains.
 - 1.5.3 Desirable: the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor (as opposed to "mandatory").
 - 1.5.4 Evaluation Team Recommendation: a written recommendation prepared by the Procurement Manager and the evaluation team for submission to State Purchasing for contract award, containing all written determinations resulting from the evaluation of proposals, based on predetermined criteria.
 - 1.5.5 Finalist: an Offerors' Candidate(s) who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offerors' Candidate(s) for further consideration by the evaluation team.
 - 1.5.6 Mandatory: the terms "must", "shall", "will", "is required", identify a mandatory item or factor (as apposed to "desirable"). Failure to meet a mandatory item or factor will result in the rejection of an Offerors proposal.
 - 1.5.7.1 Offeror: any person, corporation, partnership, or joint venture, licensed to conduct business in the State of Utah, who chooses to submit a proposal.
 - 1.5.8 Procurement Manager: person or designee authorized by UDOT to manage or administer procurements requiring the evaluation of competitive sealed proposals.

- 1.5.9 Request for Proposals: or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals, including addendum found at the State of Utah Procurement Web Site.
- 1.5.10 Responsible Offeror: Offeror who submits a responsible proposal and who has furnished, as required, data to prove that financial resources, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.
- 1.5.11 Responsive Offer or Responsive Proposal: offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements.
- 1.5.12 Source Selection Evaluation Team (SSET): body or committee appointed by the Utah Department of Transportation Project Technical Leader, consisting of at least three members, to perform the evaluation of Offeror proposals.
- 1.6 RFP Reference Documents. Not required for this solicitation.

2. Project Requirements

- 2.1 Complete development of a Location Reference system, based on specifications provided to Candidate:
- 2.1.2 Develop a database in Oracle that will store and maintain UDOT’s roadway location referencing data in an enterprise environment.
- 2.1.2.1 Review existing databases containing UDOT’s location reference data to determine the best approach to develop an enterprise database that will store and maintain location reference data for UDOT’s enterprise environment, including determining utilizing an anchor segment approach.
- 2.1.2.2 Develop a physical Location Reference database, ensuring UDOT’s Location Reference Standards are applied in development of the database, providing the official roadway network.
- 2.1.2.3 Identify functions and utilities needed to maintain, access, calculate, and translate location reference data.
- 2.1.2.4 Identify functionality needed to provide the ability to track (audit) changes to UDOT’s roadway network history.
- 2.1.3 Convert Roads/Features and Traffic data from ADABAS/MS Access to Oracle, populate the databases, and develop enterprise utilities needed to utilize location reference data.
- 2.1.3.1 Develop enterprise databases to maintain Roads/Features and Traffic Analysis data.
- 2.1.3.2 Assist in determining which roadway features will be part of Roads/Features module.
- 2.1.3.3 Assist in determining size (functionality) of Traffic Analysis System.
- 2.1.3.4 Assist in development of interfaces to access or conversion of Roads/Features and Traffic Analysis data for other applications.

- 2.1.3.5 Assist in development of functions required to utilize location reference data for prioritized applications.
- 2.1.4 Assist in reviewing, recommending, and establish a location reference “translator” to provide the ability to convert data between location reference methodologies existing in UDOT applications.
 - 2.1.4.1 Review existing location reference translator/normalizers available (In-House development vs. market availability).
 - 2.1.4.2 Provide recommendation on approach/application to Steering Committee for approval.
 - 2.1.4.3 Implement translator/normalizer, based on Steering Committee approval.
 - 2.1.4.4 Develop functionality to track (audit) changes to UDOT’s roadway network history.
 - 2.1.4.5 Develop identified utilities and functions to support other applications’ location reference needs, such as calculating accumulated mileage, etc.
- 2.2 Additional development as determined upon completion of user requirements in Phase I and II by the Project Technical Leader.
- 2.3 UDOT ISS Staff will provide Project Management over work to be performed.
- 2.3.1 Including assignments, direction, written specifications, etc.

3. Proposal Preparation and Submission Instructions

- 3.1 Organization of Proposal.
In order to be deemed responsive to this RFP, the Offeror must divide their proposal into the following six sections.
- 3.1.1 RFP Form. The State’s RFP form shall be completed and signed by a representative authorized to bind the Offeror.
- 3.1.2. Executive Summary. The executive summary, no more than two pages, is to briefly describe the Offerors’ proposal. The summary should highlight major features of the proposal. It must indicate any requirements that cannot be met by the Offeror. Members of the evaluation team should be able to determine the essence of the proposal by reading the executive summary. Proprietary information request should be identified in this section. The executive summary shall contain a statement confirming the proposal is a firm offer.
- 3.1.3 Pricing. This section shall include a cost proposal of a fully loaded hourly rate. No other expense reimbursements will be considered.
- 3.1.4 Company and Personal Profile.
 - 3.1.4.1 This section shall include a brief description of the Company work history as it relates to this project.
 - 3.1.4.2 The Personal Profile (resume) of each candidate must contain a work history in the skills listed (par 1.3), including the beginning and ending date, and the work performed by the candidate (not the project team) on the listed project. A detailed description of similar projects in design and scope to the proposed project should also be included.

- 3.1.5 Reference Material.
- 3.1.5.1 Provide names and contact information of at least three (3) references concerning:
- 3.1.5.1.1 Knowledge, skills and abilities in working with UDOT Location Referencing,
- 3.1.5.1.2 Oracle Forms, Reports, Designer, and PL/SQL skills,
- 3.1.5.1.3 Development work relating to a Location Referencing system/database
- 3.1.5.1.4 Training Experience, and
- 3.1.5.1.5 Quality of work and Communication skills
- 3.2 Preparation of Proposal
- 3.2.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the Offerors' Candidate(s). Emphasis should be on completeness and clarity of content.
- 3.2.2 The State is not liable for costs incurred by Offerors prior to the issuance of any agreement or contract, nor will State pay for information solicited or obtained.
- 3.2.3 A Pre-Proposal Conference for this solicitation is not planned.
- 3.2.4. All technical and general questions, or requests for clarification, regarding any aspect of the proposal must be made in writing, via e-mail, no later than 8 AM December 22, 2003. Submit questions or requests to mandywilson@utah.gov. Requests received after that date may not be considered. Responses will then be sent to all registered and interested parties.
- 3.2.5 The State reserves the right to amend this RFP at any time prior to the due date. Any addenda containing revisions will be furnished to all prospective firms listed by the Division of Purchasing and General Services via e-mail.
- 3.2.6 Proprietary Information. The proposal of the successful Offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. Offerors must clearly identify in the executive summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The executive summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.
- 3.3 Submission of Proposal
- 3.3.1 In order to be considered for selection, Offerors must submit a response using the format specified in this RFP.
- 3.3.2 Proposals must be received by State Purchasing and stamped on or before 3 PM., January 6, 2004. Proposals received after the deadline will be late and be ineligible to receive further consideration.

3.3.3 Proposals must be submitted to Utah State Purchasing with an original and five (5) additional copies

3.3.4 Proposals must be sent to:

State of Utah Division of Purchasing and General Services
3150 State Office Building, Capital Hill
Salt Lake City, Utah 84114-1061

The RFP reference number must appear on the envelope or box containing your proposal.

3.3.4 The State reserves the right to waive any informality in any proposal received, or negotiate changes with the Offeror, if it is in the State's best interest to do so.

3.3.5 The State reserves the right to reject any or all proposals received in response to this RFP.

4. Proposal Evaluation and Selection Procedures

4.1 Objective. The objective of the proposal evaluation and selection process is to select the Offeror whose proposal has the highest degree of credibility and whose performance can be expected to best meet the State's requirements at an affordable cost.

4.2 Initial Evaluation. Each proposal will first be evaluated against the mandatory proposal requirements (reference paragraph 1.3). Proposals that fail to comply with mandatory requirements will be rejected and will receive no further consideration.

4.3. Detailed Evaluation. A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. A Source Selection Evaluation Team will be established. Members of the team will score each proposal according to pre-established evaluation criteria and weights for relative importance. Scores from each team member will be combined into a composite score for each offer.

4.3.1. Source Selection Evaluation Team. The team will be composed of at least two evaluators.

4.3.2. Evaluation Criteria. The following criteria with associated points shall be used in the detailed evaluation.

4.3.2.1. Cost Proposal. Maximum of 40 points. Cost shall be evaluated to determine realism; completeness and reflective of current market conditions, to ensure all aspects of cost have been considered. Once these items are acceptable, the Offeror who has the lowest rate shall receive the highest cost proposal evaluation.

4.3.2.2. Current knowledge of UDOT Location Referencing and methods. This area shall have a maximum of 20 points. The Offeror with UDOT specific experience in data modeling a database with location reference elements, and developing a program to convert to other location reference methods (translator), shall receive the highest evaluation.

- 4.3.2.3 Programming Skills. This area shall have a maximum of 20 points. The Offeror who has the most competent background and knowledge of the tools and development environment required to complete this project shall receive the highest score in this area.
- 4.3.2.4 Demonstrated Experience. This area shall have a maximum of 10 points. The description and reference lists of previous work related to this proposed project and development tools will be evaluated. The Offeror with the most experience and expertise on this type project and tool set shall receive the highest score in this area.
- 4.3.2.5 Training Experience. This area shall have a maximum of 5 points. The description and reference lists of previous training experience will be evaluated. The Offeror with the most experience and expertise on this type project and tool set shall receive the highest score in this area.
- 4.3.2.6 Quality of Work and Communication Skills. This area shall have a maximum of 5 points. The references will be contacted to provide a rating for the quality of work and communication skills.
- 4.3.2.6 Criteria Scoring. For all criteria, scoring will range from zero (non-responsive) to maximum points possible (see section 6 for Score Key).
- 4.3.4 Oral Presentations. Offerors' whose proposals are determined to be reasonably viable of being selected for contract award (a finalist) may be required to deliver oral presentations to the Source Selection Evaluation Team. Presentations will be for the purpose of clarifying an understanding of requirements, technical background, previous experience with similar projects or other aspects of the proposal. Proposals may be accepted without oral presentations. If UDOT requests oral presentations, scoring will be finalized after the presentations. If oral presentations are not requested, UDOT will finalize scoring using the above criteria. Oral presentations will be made at the Offerors expense.
- 4.4 Selection
 - 4.4.1 The Candidate(s) achieving the highest overall score will be selected for contract award.
 - 4.4.2 Unsuccessful Offerors shall be notified in writing.
 - 4.4.3 A formal debriefing of the Offerors proposal evaluation is not planned. Written questions pertaining to the successful Offerors proposal are permitted and will be answered promptly in writing.
- 4.5 Contract(s) Award. The State of Utah's Division of Purchasing and General Services will complete the contract award. The State reserves the right to award contracts to multiple firms (multiple awards) at the State's sole discretion.
 - 4.5.1 The contract(s) will incorporate the Offerors response and the original RFP.

5. Score Key

5.1 Cost.

The scores for Cost are derived from a formula provided by Procurement that scales the proposed candidates rates, 40 points will be awarded for the lowest rate.

5.2 Location Reference Knowledge at UDOT.

Scores are based on the level of expertise working with UDOTs' Location Referencing and methods. This includes experience with applications and data model with location reference elements and ability to convert to other methods (translator). Some consideration is also given to Roadway business knowledge.

Score	Description
15 - 20	Current experience developing and data modeling systems at UDOT with location reference elements and developing location referencing functions and routines to access the elements, including a program that can convert to other location reference methods, performing needed calculations, etc.
10 - 14	Current experience developing or data modeling systems at UDOT using location reference elements.
6 - 9	Knows of UDOT's location reference methods but hasn't worked on a system using location reference elements.
2 - 5	Limited work on a UDOT application.
1	Has programming experience with UDOT Transportation.
0	Has no experience developing UDOT Transportation applications.

5.3 Skills.

Scores are based on the level of expertise using Oracle Forms & Reports 6i and higher, Discover 4i and higher, and PL/SQL.

Score	Description
15 - 20	10 or more years of experience programming with Oracle Developers tools. 5 years or more of experience programming with Oracle Forms & Reports 6i (or higher), Discover 4i (or higher) and 3 years experience with PL/SQL. Extensive experience data modeling/database design using Oracle Designer.
10 - 14	9 years of experience programming with Oracle Developers tools. And at least 5 years of experience programming with Oracle Forms & Reports 6i (or higher), Discover 4i (or higher) and 3 years experience with PL/SQL. Some experience with data modeling/database design.
9	8 years of experience programming with Oracle Developers tools. And at least 5 years of experience programming with Oracle Forms & Reports 6i (or higher), Discover 4i (or higher) and 3 years experience with PL/SQL
7	7 years of experience programming with Oracle Developers tools. And at least 4 years of experience programming with Oracle Forms & Reports 6i (or higher), Discover 4i (or higher) and 3 years experience with PL/SQL
6	6 years of experience programming with Oracle Developers tools. And at least 4

	years of experience programming with Oracle Forms & Reports 6i (or higher), Discover 4i (or higher) and 3 years experience with PL/SQL
1 - 5	5 years of experience programming with Oracle Developers tools. And at least 3 years of experience programming with Oracle Forms & Reports 6i (or higher), Discover 4i (or higher) and 3 years experience with PL/SQL
0	Does not meet requirements – no programming in Oracle tools.

5.4 Related Experience.

Scores are based on programming experience working on similar development projects.

Score	Description
9 - 10	Designed, developed and implemented an Oracle application for a Transportation agency that utilized location reference elements, roadway conditioning and/or inventory information, etc.
7 - 8	Assisted in Design and Development of an Oracle application for a Transportation agency that utilized location reference elements.
5 - 6	Assisted in Design or Development of an Oracle application for a Transportation agency that utilized location reference elements.
3 - 4	Assisted in Design of an Oracle application for a Transportation agency.
1 - 2	Assisted in Development of an Oracle application for a Transportation agency
0	Has no Oracle development experience at a Transportation agency.

5.5 Training Experience.

Scores are based on experience with training programmers in Oracle development tools.

Score	Description
5	Certified Oracle trainer in Oracle Forms, Reports, PL/SQL and Discover, with classroom experience.
4	1 – 3 years classroom experience training in Oracle Forms, Reports, PL/SQL and Discover.
3	3 – 5 years classroom experience training in Oracle Forms, Reports, and PL/SQL.
2	3 – 5 years classroom experience training in Oracle Forms and Reports.
1	1 – 2 years classroom experience training in Oracle tools (Forms, Reports, PL/SQL or Discover), or mentoring programming staff.
0	No training experience.

5.6 Quality of Work and Communication Skills.

Scores are based on ratings of each category obtained from references.

Score	Description
0 – 1	Based on the original scope and work completed, please indicate if a lot, or on a regular basis if coding has had to be re-worked to repair, fix, or bring the code up to date, meet original scope, etc. 0 = re-work has occurred, 1 = virtually no re-

	work required.
0 – 1	Please indicate by yes or no, if you feel that the work performed was of the highest quality expected. Yes = 1, No = 0.
0 – 1	Please indicate by yes or no, if detailed documentation was provided and understandable. Yes = 1, No = 0.
0 – 1	Please indicate by yes or no, if you feel the consultant has good verbal communication and was easily understood. Yes = 1, No = 0.
0 – 1	Please indicate by yes or no, if you feel the consultant exceeded your needs and expectation on this project. Yes = 1, No = 0.

SPECIAL TERMS AND CONDITIONS

6 Special Terms and Conditions

- 6.1 Payment Schedule: Payments to the Contractor shall be made monthly after the submission of a detailed invoice.
- 6.2 Contract: The contract(s) resulting from this RFP shall be for 2 years, with a (fully loaded) hourly rate, with a possible renewal option of one (1) year.
- 6.3 Wages: The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
- 6.4 Invoicing: The Contractor shall submit invoices for authorization to pay to:
Utah Department of Transportation
Attention : Michelle Verucchi
Box 140100
4501 South 2700 West
Salt Lake City, Utah 84114-0100

Payment of invoices will be sent via mail. The State reserves the right to correct invoices.

THE CONTRACT NUMBER SHALL APPEAR ON ALL INVOICES FOR PAYMENTS

- 6.5 **Non-Assignment** The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

Complete Contract: This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.

- 6.6 **PROGRESS PAYMENTS** Progress payments will be made, with 20% of the invoiced amount retained as a performance guarantee when indicated, based upon the State financial cycle.
- 6.7 **FINAL PAYMENT** Final payment, including any amounts retained, shall be made 60 days after final sign off for each task and deliverable, such as file translation, custom computer programming or project records, and system test materials and documentation have been received and accepted by the STATE Project Manager as accurate and complete.

6.8 **PRICE GUARANTEES** The CONTRACTOR agrees the prices bid on services in this contract shall be guaranteed through completion of the project.

6.9 **NOTIFICATION** Notice given under this Contract shall be written, or sent by facsimile or other electronic means. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Facsimile or other electronic notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

If to CONTRACTOR:

Attention: _____

Fax _____

Also copies to:

Attention: _____

Fax _____

If to STATE:

Utah Department of Transportation

Attention: Michelle Verucchi

Box 140100

4501 South 2700 West

Salt Lake City, UT 84114-0100

mverucchi@utah.gov

Fax 801-965-4604

also copies to:

Utah Department of Transportation

Attention: Randy Stohel

Box 140100

4501 South 2700 West

Salt Lake City, UT 84114-0100

randystohel@utah.gov

Fax 801-965-4604

Utah Department of Transportation

Attention: Mandy Wilson

Box 148260

4501 South 2700 West

Salt Lake City, UT 84114-8260

mandywilson@utah.gov

Fax 801-965-4073

6.9 **CHANGE IN PERSONNEL OR RESOURCES** No change in personnel or resources assigned to this project will be permitted without prior written approval of STATE Project Manager.

6.10 **RESPONSIBILITY FOR WAGES** The CONTRACTOR is responsible for all applicable company wages in accordance with the federal, state and local laws and ordinances.

- 6.11 **EMPLOYMENT OF STATE EMPLOYEES** The CONTRACTOR agrees not engage in any way the services on this contract of any present or former STATE employee who was involved as a decision maker in the selection or approval process or who negotiated and/or approved billings or contract modification for this contract.
- 6.12 **NON-COMPETE AGREEMENTS** The CONTRACTOR represents that its officers and employees are free to contract with the STATE and are not subject to restrictions by the terms of their present or past employment including, but not limited to, an agreement not to compete for a period of time, unless disclosure has been made. CONTRACTOR must disclose to the STATE any possible conflicts, in writing, before the contract is signed, and the STATE will evaluate whether to continue with contract execution. The STATE may elect to terminate a contract immediately with CONTRACTOR who is subsequently determined to be subject to such restrictions, without liability to the STATE. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the CONTRACTOR.
- 6.13 **CONFIDENTIAL INFORMATION** To the extent work under this contract requires the CONTRACTOR may be given access to confidential or proprietary business, technical, or financial information belonging to the STATE. The CONTRACTOR shall, after receipt thereof, treat such information as confidential. Both parties shall maintain, as confidential, and shall not disclose to any person outside its employ, nor use for purposes other than performance of this Contract, any specifications, drawings, blueprints, data, business information, or other confidential information which is learned by virtue of this Contract, except where required by law. CONTRACTOR agrees not to appropriate such information to their own use or disclose such information to other parties unless specifically authorized by the STATE in writing. The foregoing obligations, however, shall not apply to:
- a. Information, which, at the time of receipt by the CONTRACTOR, is in public domain.
 - b. Information, which is published after receipt by the CONTRACTOR, or otherwise becomes part of the public domain through no fault of the CONTRACTOR.
 - c. Information which the CONTRACTOR can demonstrate was already in its possession at the time of receipt, and was not acquired directly or indirectly from the STATE.
 - d. Information which the CONTRACTOR can demonstrate was received from a third party who did not require the CONTRACTOR to hold such information in confidence.
- 6.14 **QUALITY OF SERVICES** CONTRACTOR represents to STATE that it is experienced in and thoroughly familiar with all aspects of the services required hereunder and is properly qualified as applicable and is equipped, organized, and financially able to perform the services.

No changes in the services to be provided by CONTRACTOR under this Contract shall be made without STATE prior written approval.

- 6.15 **DEVELOPMENT STANDARDS** CONTRACTOR agrees that all software development tools used

for design, development, source code control and programs, will follow STATE standard. All software development tools must receive prior approval by the Project Manager before being used in the development/design phase of the project.

6.16 **PROGRESS REPORTS** The CONTRACTOR will submit progress reports at a minimum bi-monthly at a maximum monthly, following the format established by the STATE in sufficient detail to document the progress of the work and support the monthly claim for payment (time sheets listing the hours worked on per task). The report is to be submitted at the same time as an invoice. Payments will not be made without a supporting progress report.

6.17 **CONFERENCES** The CONTRACTOR will prepare and present written information and studies to the STATE so it may evaluate the features and progress of the work. Either party may request a conference at a place designated by the STATE. The conferences shall also include inspection of the CONTRACTOR services and work products when requested by the STATE.

In regard to consultative work performed hereunder, the CONTRACTOR may be required to perform such additional work, during the warranty period, as is necessary to ensure any deliverable product hereunder meets the functional specifications as proposed by CONTRACTOR and approved by the STATE, or as otherwise agreed in writing as a part of this contract, without undue delays and without additional cost to the STATE.

6.18 **PROJECT REVIEWS** It is understood and agreed authorized representatives of STATE and, when federal Funds are used, the Federal Highway Administration, shall have the right to review and inspect the work in process, and the CONTRACTOR facilities, at any time during normal business hours or by appointment.

6.19 **RIGHT OF FUTURE DEVELOPMENT** The STATE reserves all rights to future development of this system, and is in no way required to obtain the services of the CONTRACTOR for these developments or release these developments to the CONTRACTOR.

6.20 **SIMILAR PRODUCTS** Should the STATE independently design, develop, or acquire ideas and concepts identical or similar to those provided by or contained in the CONTRACTOR product. CONTRACTOR agrees this Contract shall not prevent STATE from using such ideas or concepts to design, develop, or acquire hardware or software for its use, provided STATE does not copy the CONTRACTOR product.

6.21 **OWNERSHIP OF WORK PRODUCT** CONTRACTOR agrees that any and all work product shall be the sole and exclusive property of STATE.

6.21.1 CONTRACTOR further agrees that STATE is and shall be vested with all rights, title, and interests, including patent, copyright, trade secret, and trademark rights in CONTRACTOR work product produced under this Contract. CONTRACTOR shall not encumber said work product in any way or act(s) inconsistent with STATE title thereto.

- 6.21.2 **CONTRACTOR** is required to execute all papers including patent applications, inventing assignments, and copyright assignments, and otherwise shall assist STATE at STATE expense to perfect in STATE rights, and other interests in **CONTRACTOR** work product expressly granted to STATE under this Contract. All services, information, computer elements, programs, reports and other deliverables, which may be created and patented or copyrighted under any resulting contract, are the property of STATE, and shall not be used or released by the **CONTRACTOR** or any other person, except with prior written permission of STATE. If any material including hardware or software, which is currently held, patented, or copyrighted becomes a functioning part of the product delivered, STATE must be notified in advance in writing. STATE will give written approval to proceed.
- 6.21.3 All documents and data pertaining to work required by this contract will be the property of the STATE and must be delivered to the STATE within 10 working days after termination of the contract, regardless of the reason for termination; and without restriction or limitation to their further use. Cost to all the above items will be considered as included in the basic contract compensation of the work as described.
- 6.22 **INTELLECTUAL PROPERTY INDEMNITY** Upon STATE written notification to **CONTRACTOR**, **CONTRACTOR** shall defend, at its expense, any claim against STATE alleging the Services, or any part thereof, infringe on any patent, copyright, trademark, trade secret, mask work, or other intellectual property interest in any country, and shall pay all costs and damages awarded. If an injunction against STATE use, sale, lease, license, other distribution of the Services or Product, or any part thereof, results from such a claim (or, if STATE reasonably believes such an injunction is likely), **CONTRACTOR** shall, at its expense, (and in addition to the **CONTRACTOR** other obligations hereunder) and as STATE requests, obtain for STATE the right to continue using, selling, leasing, licensing, or otherwise non-infringing but functionally equivalent. The provisions of this section shall not apply to any claim for infringement resulting solely from **CONTRACTOR** compliance with STATE detailed design specifications, where provided.
- 6.23 **FACILITIES AND MATERIALS** The **CONTRACTOR** and all personnel working under this contract shall not acquire, borrow, copy, or use in any manner software, documentation, or data on any STATE data processing facility for use other than as required to complete this contract.
- 6.24 **SUSPENSION OF WORK** Should the STATE desire to suspend the work, but not terminate the contract, this will be done by written confirmation. The work may be reinstated upon two (2) weeks advance written notice from the STATE. The STATE understands any such suspension of the work may affect both the time of performance and price to complete the work when reinstated.
- 6.25 **ASSIGNMENT OF CONTRACT** The **CONTRACTOR** shall not sublet, assign or transfer any part of this contract without prior written approval from STATE. Neither shall the provision of monies due under this contract be assignable without prior written approval of STATE.
- 6.26 **FAILURE TO COMPLETE** At any time the **CONTRACTOR** determines the contract work cannot be completed within the specified time or budget, the **CONTRACTOR** must notified STATE in

writing, immediately. The STATE may, at its sole discretion, extend the contract by written modification.

- 24. NON-PERFORMANCE** If, at any time, CONTRACTOR fails to demonstrate the required expertise (as represented in the CONTRACTOR proposal) or fails to meet acceptable standards of performance, the STATE reserves the right to require the CONTRACTOR to replace individual(s) with a competent individual(s). The STATE Project Manager must approve this replacement. If the CONTRACTOR fails to accomplish project objectives or meet schedule commitments established in meetings with the STATE Project Manager, this contract may be canceled immediately. If the STATE elects to terminate the contract for this reason, the STATE will supersede paragraph #12 in Attachment A - Standard Terms and Conditions, and will not provide 30 days prior notice to the CONTRACTOR.

- 25. TERMINATION** The occurrence of any of the following constitutes a breach by CONTRACTOR unless corrected by CONTRACTOR within two (2) weeks.

CONTRACTOR failure to perform services and/or deliver product on time.

Services performed and/or product delivered by CONTRACTOR does not conform to the terms set forth in this Contract.

CONTRACTOR fails to perform any material provision of this Contract.

CONTRACTOR assigns this Contract, or any obligation or rights hereunder. (The term "assigns" to include, without limitation, a transfer of majority.)

CONTRACTOR sells or merges with a third-party (not a parent or subsidiary company) without the prior written consent of STATE.

CONTRACTOR becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of CONTRACTOR assets.

CONTRACTOR shall cure any of the above breaches and notify STATE of such cure within two (2) weeks from receipt of a notice to cure from STATE. If CONTRACTOR fails to cure, STATE may terminate this Contract by giving CONTRACTOR written notice. STATE shall have no liability to CONTRACTOR thereafter except for payment of any balance due for conforming services performed prior to the date of STATE notice to cure. STATE may, at its option and without regard to CONTRACTOR ability to cure, terminate this Contract for cause in the event of any second or subsequent instances of the above breaches by CONTRACTOR

- 26. TERMINATION FOR OTHER THAN NON-PERFORMANCE** If the STATE terminates for reasons other than non-performance, the CONTRACTOR is relieved of any performance responsibilities on the project, and the withheld performance guarantee amount will be released by the STATE. The estimated completion of projects may overlap in new fiscal years. (STATE fiscal year is from July 1, to June 30). If funding is not allocated for individual projects, which overlap into the new fiscal year, the project will be automatically terminated on June 30th without written notice to

contract.

- 27. FORUM FOR ENFORCEMENT** Any controversy or claim arising out of, in connection with, or relating to this Contract or a breach thereof shall be settled by arbitration under the arbitration rules of the American Arbitration Association, Utah Board. The Statutes of the State of Utah shall govern the arbitration proceeding and the proceeding shall be held in Salt Lake City, Utah. Anything to the contrary contained in the above mentioned rules and statutes notwithstanding, the parties consent that any papers, notices, or process necessary or proper for the institution or continuance of, or relating to any arbitration proceeding, or for the confirmation of an award and entry of judgment on any award made, including appeals in connection with any judgment or award, may be served on each of the parties by registered mail addressed to the party at the principal office of the party or by personal service on the party in or without the above mentioned state. The parties hereby recognize and consent to the above mentioned arbitration association's jurisdiction over each and every one of them.
- 28. DISPUTES** Any dispute arising under this Contract, which is not resolved, by the STATE and CONTRACTOR shall be decided by a court of law under the terms of Section 27. Forum for Enforcement. Pending settlement of the final decision by the court, CONTRACTOR shall proceed diligently with the performance of the Contract in accordance with STATE direction.